

# Kenneth Munyer Photography

This Photography Contract (the "Contract") is made effective as of \_\_\_\_\_ -(the "Effective Date"), by and between Client (the "Client") and Kenneth Munyer Photography LLC of Argyle, TX 76226.

**DESCRIPTION OF SERVICES.** Beginning on May 10<sup>th</sup>, 2022, Kenneth Munyer Photography LLC will provide to Client the following photography services (collectively, the "Services"):

Kenneth Munyer Photography LLC will be providing up to X hours of photography coverage for Client on "Date of Service" ("Date of Service") from 12:30 PM to 2:30 PM at "Location" in "City".

**PERFORMANCE OF SERVICES.** (1). Kenneth Munyer Photography LLC agrees to take photographs as per Client's specific instructions and will use all his considerable experience and creative abilities in this endeavor. (2). Kenneth Munyer Photography LLC agrees to use high technical quality to meet Client's needs for digital photos. (3). Kenneth Munyer Photography LLC will use digital photography with high quality professional equipment to create beautiful photographs for Client.

**PAYMENT.** (1). Client agrees to pay Kenneth Munyer Photography LLC, a sum of \$XXXX.XX in consideration of the photography services to be rendered by Kenneth Munyer Photography LLC. (2). Kenneth Munyer Photography LLC will provide high resolution edited images via Pixieset Gallery within thirty (30) days of the Date of Service.

**INITIAL PAYMENT.** Client has agreed to pay a 30% non-refundable deposit of \$XXXX.XX to Kenneth Munyer Photography LLC for the Services and to hold the date. The deposit will be subtracted from the total payment owed by Client, leaving a balance of \$XXXX.XX that must be paid prior to "Date of Service" the date of the service, and can be paid in any way they see fit; early in one lump sum, in monthly installments, or the day before the Services, as long as it is paid by "Date of Service".

**CANCELLATION POLICY.** All deposit fees are non-refundable. A minimum of thirty (30) days' notice will be required for cancellation of this Contract. Any cancellation made with less than thirty (30) days' notice prior to the agreed upon service date will result in full payment by Client. If the cancellation is initiated by Kenneth Munyer Photography LLC, all monies paid to Kenneth Munyer Photography LLC from Client shall be fully refunded, INCLUDING the deposit. Refund shall be paid out at month's end.

**TERM.** Kenneth Munyer Photography LLC and Client agree that this Contract shall commence on the effective date and terminate 30 days after the Date of Service. Kenneth Munyer Photography LLC shall provide Client with the final edited images within thirty (30) days of the service. Said agreement may be extended and/or renewed by agreement of all parties in writing thereafter.

**WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, products, or other information (collectively, the "Work Product") developed in whole or in part by Kenneth Munyer Photography LLC in connection with the Services will be the exclusive property of Kenneth Munyer Photography LLC. Kenneth Munyer Photography LLC retains the right to include these images in his portfolio featured on his website, blog, Facebook, Instagram and other printed materials in order to

promote his business. However, Client is hereby given the rights to print or use these images in any way that he or she sees fit.

**RELATIONSHIP OF PARTIES.** It is understood by the parties that Kenneth Munyer Photography LLC is an independent contractor with respect to Client, and not an employee of Client.

**CONFIDENTIALITY.** Kenneth Munyer Photography LLC, and its employees, agents, or representatives will not at any time or in any manner either directly or indirectly, use for the personal benefit of Kenneth Munyer Photography, or divulge, disclose, or communicate in any manner, any information that is proprietary to Client. Kenneth Munyer Photography LLC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of the Contract.

**INDEMNIFICATION.** Kenneth Munyer Photography LLC agrees to indemnify and hold harmless Client from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against Client that result from the acts or omissions of Kenneth Munyer Photography LLC, Kenneth Munyer Photography LLC's members, if any, and Kenneth Munyer Photography LLC's agents.

**WARRANTY.** Kenneth Munyer Photography LLC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Kenneth Munyer Photography LLC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Kenneth Munyer Photography LLC on similar projects.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have fourteen (14) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event,

then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, pandemic, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, lock-downs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than thirty (30) days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**ENTIRE CONTRACT.** This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be governed by the laws of the State of Texas.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**Client:**

CLIENT

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**By:**

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**Photographer:**

KENNETH MUNYER PHOTOGRAPHY LLC

**By:**



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